

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NO. BAF8D34BP00630 BAF8L34JL02319		PAGE 1 OF <div style="text-align: right;">41</div>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. W91B4N-08-Q-0190	
6. SOLICITATION ISSUE DATE 4 Sep 08		7. FOR SOLICITATION INFORMATION CALL <div style="display: flex; align-items: center;"> <div style="width: 20px; height: 20px; background-color: black; margin-right: 5px;"></div> <div> 1Lt Jennifer Mapp jennifer.a.mapp@afghan.swa.army.mil </div> </div>		8. OFFER DUE DATE/LOCAL TIME 17 SEP 08/3:00 PM LOCAL TIME			
9. ISSUED BY Bagram Regional Contracting Center Attn: 1Lt Jennifer Mapp Building 90 Bagram AF, Afghanistan APO AE 09354				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <div style="display: flex; justify-content: space-between;"> <div> NAICS: SIZE STANDARD: </div> <div> <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO Bagram PBO Bagram AF, Afghanistan		16. ADMINISTERED BY See Block 9			
17a. CONTRACTOR/OFFEROR CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY CODE			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	
22. UNIT		23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA	
26. TOTAL AWARD AMOUNT (For Govt. Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	
29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE SIGNED

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE
 ☐ PARTIAL
 ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

SF 1449 – CONTINUATION SHEET: THE SCHEDULE

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QTY	22. UNIT	23. UNIT PRICE	24. AMOUNT
BASE YEAR: Period of Performance 25 September 08 – 24 March 09					
0001 <i>Base</i>	Bagram APO to Fenty APO The contractor shall provide direct support mail services from Bagram APO to FOB Fenty in accordance with the Statement of Work. The unit “EA” accounts for each mission (i.e. 3 per week = 3 missions), each mission is round trip. The unit price will account for all associated costs for this item to include but not limited to any surge period (see Para 3.8 of the SOW). Additional missions will not be authorized to cover surge periods.	78	EA	\$ _____	\$ _____
0002 <i>Base</i>	Fenty APO to Camp Asadabad The contractor shall provide direct support mail services from FOB Fenty APO to Camp Asadabad APO in accordance with the Statement of Work. The unit “EA” accounts for each mission (i.e. 2 per week = 2 missions) , each mission is round trip. The unit price will account for all associated costs for this item to include but not limited to any surge period (see Para 3.8 of the SOW). Additional missions will not be authorized to cover surge periods.	52	EA	\$ _____	\$ _____
0003 <i>Base</i>	Fenty APO to Camp Blessing The contractor shall provide direct support mail services from FOB Fenty APO to Camp Blessing APO in accordance with the Statement of Work. The unit “EA” accounts for each mission (i.e. 1 per week = 1 missions), each mission is round trip. The unit price will account for all associated costs for this item to include but not limited to any surge period (see Para 3.8 of the SOW). Additional missions will not be authorized to cover surge periods.	26	EA	\$ _____	\$ _____
0004 <i>Base</i>	Bagram APO to Sharana APO The contractor shall provide direct support mail services from Bagram APO to Sharana APO in accordance with the Statement of Work. The unit “EA” accounts for each mission (i.e. 1 per week = 1 missions) , each mission is round trip. The unit price will account for all associated costs for this item to include but not limited to any surge period (see Para 3.8 of the SOW). Additional missions will not be authorized to cover surge periods.	26	EA	\$ _____	\$ _____
0005 <i>Base</i>	Bagram APO to Shank APO to Sharana APO The contractor shall provide direct support mail services from Bagram APO to Shank APO to Sharana APO in accordance with the Statement of Work. The unit “EA” accounts for each mission (i.e. 1 per week = 1 missions), each mission is round trip, the vendor will not need to stop at Shank APO on the return trip to Bagram. The unit price will account for all associated costs for this item to include but not limited to any surge period (see Para 3.8 of the SOW). Additional missions will not be authorized to cover surge periods.	26	EA	\$ _____	\$ _____
0006 <i>Base</i>	Bagram APO to Ghazni The contractor shall provide direct support mail services from Bagram APO to Ghazni in accordance with the Statement of Work. The unit “EA” accounts for each mission (i.e. 2 per week = 2 missions), each mission is round trip. The unit price will account for all associated costs for this item to include but not limited to any surge period (see Para 3.8 of the SOW). Additional missions will not be authorized to cover surge periods.	52	EA	\$ _____	\$ _____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QTY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0007 <i>Base</i>	Bagram APO to Camp Lightning The contractor shall provide direct support mail services from Bagram APO to Camp Lightning in accordance with the Statement of Work. The unit "EA" accounts for each mission (i.e. 2 per week = 2 missions) , each mission is round trip. The unit price will account for all associated costs for this item to include but not limited to any surge period (see Para 3.8 of the SOW). Additional missions will not be authorized to cover surge periods.	52	EA	\$ _____	\$ _____
0008 <i>Base</i>	Defense Base Act (DBA) Insurance The contractor shall provide DBA insurance in accordance with FAR Clause 52.228-3.	1	Lump Sum	_____	NTE

OPTION YEAR ONE: Period of Performance 25 March 09 – 24 September 09

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QTY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1001 <i>Option</i>	Bagram APO to Fenty APO The contractor shall provide direct support mail services from Bagram APO to FOB Fenty in accordance with the Statement of Work. The unit "EA" accounts for each mission (i.e. 3 per week = 3 missions), each mission is round trip. The unit price will account for all associated costs for this item to include but not limited to any surge period (see Para 3.8 of the SOW). Additional missions will not be authorized to cover surge periods.	78	EA	\$ _____	\$ _____
1002 <i>Option</i>	Fenty APO to Camp Asadabad The contractor shall provide direct support mail services from FOB Fenty APO to Camp Asadabad APO in accordance with the Statement of Work. The unit "EA" accounts for each mission (i.e. 2 per week = 2 missions) , each mission is round trip. The unit price will account for all associated costs for this item to include but not limited to any surge period (see Para 3.8 of the SOW). Additional missions will not be authorized to cover surge periods.	52	EA	\$ _____	\$ _____
1003 <i>Option</i>	Fenty APO to Camp Blessing The contractor shall provide direct support mail services from FOB Fenty APO to Camp Blessing APO in accordance with the Statement of Work. The unit "EA" accounts for each mission (i.e. 1 per week = 1 missions), each mission is round trip. The unit price will account for all associated costs for this item to include but not limited to any surge period (see Para 3.8 of the SOW). Additional missions will not be authorized to cover surge periods.	26	EA	\$ _____	\$ _____
1004 <i>Option</i>	Bagram APO to Sharana APO The contractor shall provide direct support mail services from Bagram APO to Sharana APO in accordance with the Statement of Work. The unit "EA" accounts for each mission (i.e. 1 per week = 1 missions) , each mission is round trip. The unit price will account for all associated costs for this item to include but not limited to any surge period (see Para 3.8 of the SOW). Additional missions will not be authorized to cover surge periods.	26	EA	\$ _____	\$ _____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QTY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1005	Bagram APO to Shank APO to Sharana APO	26	EA	\$	\$
<i>Option</i>	The contractor shall provide direct support mail services from Bagram APO to Shank APO to Sharana APO in accordance with the Statement of Work. The unit "EA" accounts for each mission (i.e. 1 per week = 1 missions), each mission is round trip, the vendor will not need to stop at Shank APO on the return trip to Bagram. The unit price will account for all associated costs for this item to include but not limited to any surge period (see Para 3.8 of the SOW). Additional missions will not be authorized to cover surge periods.				
1006	Bagram APO to Ghazni	52	EA	\$	\$
<i>Option</i>	The contractor shall provide direct support mail services from Bagram APO to Ghazni in accordance with the Statement of Work. The unit "EA" accounts for each mission (i.e. 2 per week = 2 missions), each mission is round trip. The unit price will account for all associated costs for this item to include but not limited to any surge period (see Para 3.8 of the SOW). Additional missions will not be authorized to cover surge periods.				
1007	Bagram APO to Camp Lightning	52	EA	\$	\$
<i>Option</i>	The contractor shall provide direct support mail services from Bagram APO to Camp Lightning in accordance with the Statement of Work. The unit "EA" accounts for each mission (i.e. 2 per week = 2 missions) , each mission is round trip. The unit price will account for all associated costs for this item to include but not limited to any surge period (see Para 3.8 of the SOW). Additional missions will not be authorized to cover surge periods.				
1008	Defense Base Act (DBA) Insurance	1	Lump Sum		
<i>Option</i>	The contractor shall provide DBA insurance in accordance with FAR Clause 52.228-3.				NTE

This contract is a Commercial Procurement for an over seas requirement. The United States Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7008 Assignment of Claims (Overseas) (June 1997) applies to the above listed contract line items in this Schedule. In accordance with Federal Acquisition Regulation 52.212-4 (s), DFARS 252.232-7008 clause takes precedence.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECTED BY	ACCEPT AT	ACCEPT BY
0001 – 0008	Destination	Government	Destination	Government
1001 – 1008	Destination	Government	Destination	Government

CONTRACT ADMINISTRATION DATA

Submit monthly invoices to the address in Block 9 of the SF1449. Invoices must contain the following information:

- Company Name
- Company Address
- Invoice Date and Number
- Contract Number, line item numbers and order number
- Description of the items/services to include quantity, unit of issue, unit price, and extended price
- Terms of any discount for prompt payment offered
- Name and address of official to whom payment is to be sent
- Name, title, and phone number of person to notify in event of defective invoice; and
- Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- Name, title, and phone number of person to notify in event of defective invoice; and
- Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

- c. As required below, the contractor will establish an account at a local national bank which can receive an EFT from the US government. The contractor will provide to the Contracting Officer prior to the award of the contract, account routing information to facilitate payment in any of the above mentioned formats.
- ☒ Proof of account routing information IS required.
☐ Proof of account routing information IS NOT required.
- d. Partial payments are not authorized.
- e. **Receiving Reports (DD 250):** To ensure timely payment to the Contractor, receiving reports MUST be processed by the coordinator within five (5) calendar days upon completion of services or receipt of supplies, whichever is applicable.

Badge Requirements:

Contractor Responsibilities: Contractor receiving the award shall provide on company letterhead a Personnel List of all employees, including supervisors, interpreters, laborers, drivers, skilled workers, engineers, and owners required at the job site. The Personnel List will include the individuals name, nationality, position and Tazkara number or Passport country and number. Each individual shall provide a copy of his Tazkara or Passport including individual's picture and a "Third Country National (TCN) Local National Hire (LNH) – Access Badge Application" (ABA). The Personnel List shall be submitted to the Contracting Office identified in block 7 within 7 calendar days of contract award.

CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors	SEP 2006
	Debarred, Suspended, or Proposed for Debarment	
52.212-4	Contract Terms and Conditions – Commercial Items	FEB 2007
52.222-29	Notification of Visa Denial	JUN 2003
52.225-14	Inconsistency Between English Version and Translation of Contract	FEB 2000
52.229-6	Taxes - Foreign Fixed Price Contracts	JUN 2003
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	DEC 2006
252.222-7002	Compliance with Local Labor Laws (overseas)	JUN 1997
252.225-7005	Identification of Expenditures in the US	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	MAR 2006
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items JUN 2008

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ☐ (4) [Reserved]
- ☐ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
☐ (ii) Alternate I (Oct 1995) of 52.219-6.
☐ (iii) Alternate II (Mar 2004) of 52.219-6.
- ☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
☐ (ii) Alternate I (Oct 1995) of 52.219-7.
☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (8) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637 (d)(4)).
☐ (ii) Alternate I (Oct 2001) of 52.219-9.
☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- ☐ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ☐ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2))
- ☐ (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ☐ (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- ☒ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (19) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- ☐ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- ☐ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- ☐ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

- ☐ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☒ (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
☐ (ii) Alternate I (Aug 2007) of 52.222-50.
- ☐ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)).
☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (27) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
☐ (ii) Alternate I (Dec 2007) of 52.223-16.
- ☐ (28) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- ☐ (29) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Aug 2007)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
☐ (ii) Alternate I (Jan 2004) of 52.225-3.
☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (30) 52.225-5, Trade Agreements (Nov 2007)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (35) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- ☒ (37) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- ☐ (38) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- ☐ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- ☐ (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
☐ (ii) Alternate I (Apr 2003) of 52.247-64.

- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☐ (1) 52.222-41, Service Contract Act of 1965, as Amended (Nov 2007)(41 U.S.C. 351, *et seq.*).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ☐ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007)(31 U.S.C. 5112(p)(1)).

- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
 - (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, as Amended (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)
 - (vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
 - (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
 - (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
 - (x) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,
 - (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of Clause)

52.217-8 Option to Extend Services

NOV 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 calendar days before the contract expires.

(End of Clause)

- 52.217-9 Option to Extend the Term of the Contract MAR 2000
- (a) The Government may extend the term of this contract by written notice to the Contractor within 7 calendar days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 months.

(End of Clause)

- 52.228-3 Workers Compensation Insurance (Defense Base Act) APR 1984

The Contractor shall

- (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and
- (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of Clause)

- 52.252-2 Clauses Incorporated by Reference FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far/>

(End of Clause)

- 52.252-6 Authorized Deviations in Clauses APR 1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items MAR 2008

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ (1) 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ (2) 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

☐ (3) 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

☐ (4) 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

☐ (5) 252.225-7012 Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).

☐ (6) 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

☐ (7) 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

☐ (8) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

☐ (9) 252.225-7021 Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ (10) 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ (11) 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ (12) 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ (ii) Alternate I (OCT 2006) of 252.225-7036.

☐ (13) 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

☐ (14) 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

☐ (15) 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

☐ (16) 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

☐ (17) 252.232-7003 Electronic Submission of Payment Requests (MAR 2008) (10 U.S.C. 2227).

☐ (18) 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

☒ (19) 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

☒ (20) 252.247-7023 Transportation of Supplies by Sea (MAY 2002)

☐ (ii) Alternate I (MAR 2000) of 252.247-7023.

☐ (iIi) Alternate II (MAR 2000) of 252.247-7023.

☐ (iV) Alternate III (MAY 2002) of 252.247-7023.

☐ (21) 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

- (3) 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - (4) 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (End of Clause)

252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States MAR 2008

(a) Definitions. As used in this clause—

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

- (i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.
- (ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.
- (iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1) (i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

- (A) The Contractor cannot obtain effective security services;
 - (B) Effective security services are unavailable at a reasonable cost; or
 - (C) Threat conditions necessitate security through military means.
- (ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals. However, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Pre-deployment requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall—

- (A) Cover safety and security issues facing employees overseas;
- (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) *Processing and departure points.* Deployed Contractor personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable

requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—

- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
- (ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

- (i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
- (ii) The *[Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer]* may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

- (i) Are adequately trained to carry and use them—
 - (A) Safely;
 - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

ADDENDUM TO FAR 52.212-4 – TERMS AND CONDITIONS
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Payment (EFT) (Jul 2008)

(a) Method of payment.

(1) All payments by the US Government under this contract shall be made by electronic funds transfer (EFT). In the event the US Government is unable to release a payment by EFT, the government will authorize cash or check payment in accordance with the Prompt Payment Act. Prompt Payment requires a payment between the 25th and 30th day from the time the Government accepts the invoice. If an invoice is rejected due to incorrect information, the payment will occur not early than the 25th day from invoice acceptance. At no time shall cash payment be provided prior to the 25th day after acceptance.

(b) Submission of Contractor's EFT information.

(1) The Contractor is required to provide the US Government with accurate information required to make payment by EFT by filling in the form provided at attachment (X). The Contractor shall return this information directly to the payment office. Each invoice shall be accompanied by the EFT information and a DD 250 Inspection and Acceptance report signed by the receiver. EFT information may be stored in the Government payment system; however, in order to ensure proper payment, the contractor should submit the EFT form each time.

Payment in Local Currency:

- A. This contract shall be awarded in US Dollars
- B. The US Government may make payments resulting from this contract in either US Dollars or Afghani currency.
 - 1. If paid in US Dollars, the payment amount and frequency will be determined at the time of award or as otherwise contained in the body of the contract.
 - 2. If paid in Afghani currency, the amount of Afghanis will be determined at the official exchange rate posted by the Local Finance Office on the day of the payment.
- C. Payment by the US Government may be made in any of the following or in a combination of the following formats:
 - 1. Cash (Afghani), dispersed in a manner prescribed by the US Military Local Finance Office; and/or
 - 2. Check, drawn on a US Government account in a local national bank; and/or
 - 3. Electronic Fund Transfer (EFT)
 - a. Local EFT: The contractor shall establish an account at a local national bank which can receive an EFT from the US Government. The contractor shall provide to the Contracting Officer prior to the award of the contract, account routing information to facilitate payment in any of the above mentioned formats.
 - b. Defense Finance and Accounting Service (DFAS) EFT: The contractor shall either register with the Central Contractor Registry (CCR) in accordance with FAR 52.207-7 Central Contractor Registration and DFARS 252.204-7004 Alternate A or submit bank transfer information on Payment Instruction Form (PIF) furnished by the Contracting Officer. The PIF will be submitted to the Contracting Officer to DFAS before payment may be made.

252.225-7040 Contractor Personnel in the United States Central Command Area of
Responsibility (Deviation 2007-O0010)

OCT 2007

- a. **Definitions.** As used in this clause—
“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.
“Combatant commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.
- b. **General.**
- (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany the U.S. Armed Forces Deployed Outside the United States.
 - (2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
 - (3) Contractor personnel are civilians.
 - (i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.
 - (ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with job description and terms of employment.
 - (4) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.
- c. **Support.** Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.
- d. **Compliance with laws and regulations.** The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—
- (1) United States, host country, and third country national laws;
 - (2) Treaties and international agreements;
 - (3) United States regulations, directives, instructions, policies, and procedures; and
 - (4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.
- e. **Preliminary personnel requirements.**
- (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.
 - (2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:
 - (i) All required security and background checks are complete and acceptable.
 - (ii) All personnel are medically and physically fit and have received all required vaccinations.
 - (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
 - (iv) All personnel have received theater clearance, if required by the Combatant Commander.
 - (v) All personnel have received personal security training. The training must at a minimum--

- (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
 - (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
 - (vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operation on-line at <http://www.travel.state.gov>.
 - (3) The Contractor shall notify all personnel who are not a local national or ordinary resident in the host country that—
 - (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);
 - (ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;
 - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other Government missions outside the United States (18 U.S.C. 7(9)).
- f. ***Processing and departure points.*** The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—
- (1) Process through the departure center designated in the contract or complete other process as directed by the Contracting Officer;
 - (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
 - (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.
- g. ***Personnel data.***
- (1) The Contractor shall enter, before deployment, or if already in the USCENTCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR. This requirement excludes—
 - Personnel hired under contracts for which the period of performance is less than 30 days; and
 - Embarked contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.
 - (2) The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT). Follow these steps to register in and use SPOT:
 - (i) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.
 - (ii) In order to obtain an AKO account, the Contractor shall--
 - (A) Request the Contracting Officer or other Government point of contact to sponsor its AKO guest account;
 - (B) Go to <http://www.us.army.mil>;
 - (C) Enter the AKO sponsor username; and
 - (D) After AKO registration, contact the sponsor to confirm registration.
 - (iii) Registration in SPOT.
 - (A) Register for a SPOT account at <https://iel.kc.us.army.mil/spotregistration/>.
 - (B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.
 - (iv) Access to SPOT. Upon approval, all users will access SPOT at <https://iel.kc.us.army.mil/spottracker>.
 - (v) SPOT Questions. Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or SPOT@technisource.com.

- (3) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.
- h. **Contractor personnel.** The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.
- i. **Weapons.**
- (1) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—
 - (i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
 - (ii) The Regional Security Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.
 - (2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.
 - (3) The Contractor shall ensure that its personnel who are authorized to carry weapons—
 - (i) Are adequately trained to carry and use them—
 - (A) Safely;
 - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
 - (C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;
 - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
 - (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
 - (4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.
 - (5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- j. **Vehicle or equipment licenses.** Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.
- k. **Military clothing and protective equipment.**
- (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measure.
 - (2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- l. **Evacuation.**
- (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.
 - (2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.
- m. **Personnel recovery.** In the case of isolated, missing, detained, captured or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

n. **Notification and return of personal effects.**

- (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—
 - (i) Dies;
 - (ii) Requires evacuation due to an injury; or
 - (iii) Is isolated, missing, detained, captured, or abducted.
- (2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

o. **Mortuary affairs.** Mortuary affairs for Contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

p. **Changes.** In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

q. **Subcontracts.** The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USCENCOM AOR.

(End of Clause)

SPECIAL REQUIREMENTS

1. Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports

All contractors (“contractors” herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

2. Armed Personnel – Incident Reports (Jul 08):

All Contractors and subcontractors in the Combined Joint Task Force theater of operations shall comply with and shall ensure that their personnel supporting CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the CJTF Commander relating to force protection and safety.

Report all incidents and use of weapons through your military chain of command, who will notify the JOC Watch at Bagram AF. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements.

Contractors will also provide first aid and request MEDEVAC of injured persons, and remain available for Coalition response forces based upon the situation. In the event contractor personnel are detained by US or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the Contractor's name, the contract number, a POC in the Contractor management, and the phone number of the JOC Watch.

3. Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan (Jul 08):

(1) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, CENTAF, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year)) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent

syncope, ataxias, new diagnosis (< 1year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(3) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(4) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(5) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

(a) Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(b) Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

4. Arming Requirements and Procedures for Private Security Company (PSC) Contracts, Personal Security Detachment (PSD) Contracts, and for Requests for Personal Protection in Iraq and Afghanistan (July 2008)

a. General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including US CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.41, *Contractor Personnel Authorized to Accompany the US Armed Forces*;
- (2) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*; (MAR 2008)
- (3) Class Deviation 2007-O0010, *Contractor Personnel in the United States Central Command Area of Responsibility*
- (4) CPA Order #17, *Registration Requirements for Private Security Companies*, dated 27 Jun 04;
- (5) US CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated 7 Nov 2006

b. Required Government Documentation. The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

- (1) The specific location where the PSC will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The required weapon types; and
- (5) The reason current security/police forces are inadequate.

- c. **Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):
- (1) Documentation that each employee who will be armed under the contract received the following training—
 - (A) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency
 - (B) Law of Armed Conflict (LOAC);
 - (C) Rules for the Use of Force (RUF), as defined in the US CENTCOM Policy, dated 23 December 2005; and
 - (D) Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
 - (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
 - (3) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;
 - (4) One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;
 - (5) A communications plan that, at a minimum, sets forth the following:
 - (A) The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;
 - (B) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and
 - (C) How the contractor will coordinate transportation with appropriate military authorities.
 - (6) An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):
 - (A) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin US Embassy Information Request, CIA records, and/or any other records available;
 - (B) Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and
 - (C) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.
- d. **Required Contractor Acknowledgements.** Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:
- (1) Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.
 - (2) Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.
 - (3) Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time

as they are retrained and the COR determines that the retraining is sufficient.

- e. **Authorized Weapon & Ammunition Types.** Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:
- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
 - (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
 - (3) US government Ball ammunition is the standard approved ammunition.
- f. **Requirements for Individual Weapons Possession.** All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:
- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);
 - (2) Carry weapons only when on duty or at a specific post;
 - (3) Not conceal any weapons, unless specifically authorized;
 - (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and
 - (5) IAW USCENCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.
- g. **Weapons/Equipment Restrictions and Responsibilities.** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.
- h. **Rules for the Use of Force (RUF).** In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:
- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
 - (2) Failing to cooperate with Coalition and Host Nation forces;
 - (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;
 - (4) Failing to use a graduated force approach;
 - (5) Failing to treat the local civilians with humanity or respect; and
 - (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.
- i. **Retention and Review of Records.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.
- j. **Contractor Vehicles.** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles.

- k. **Quarterly Reporting.** The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

- (1) The total number of armed civilians and contractors;
- (2) The names and contact information of its subcontractors at all tiers; and
- (3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

5. Compliance with Laws and Regulations. The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End)

6. Quarterly Contractor Census Reporting (Jul 08). The prime contractor will report upon contract award and then quarterly thereafter, not later than 1 January, 1 April, 1 July and 1 October, to JCCLJ2J5J7@pco-iraq.net for Iraq and to BGRMPARC-A@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

- (4) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
 - (5) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
 - (6) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
 - (7) The company names and contact information of its subcontractors at all tiers; and
- The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 (MAR 2008) or DFAR DOD class deviation 2007-O0010.

7. Local National Socioeconomic Program (Jul 2007)

The Contractor shall maximize the employment of, training of, and transfer of knowledge, skills and abilities to the local national (LN) citizens. The Contractor shall maximize utilization of LN subcontractors and businesses. The offeror shall maximize utilization of material of LN manufacture.

Definitions:

Employment means the total number of LN citizens proposed by the offeror for the contract effort, and the total number of Afghani citizens proposed for the contract effort by each subcontractor, to be directly employed, full or part time, during the life of the contract.

An “Afghan” company (or subsidiary company) has a principal place of business located within Afghanistan and the majority shareholder is an Afghani citizen.

An Afghan citizen or employee is an individual whose ordinary residence is in Afghanistan and holds an Afghanistan-issued passport or Afghan residency papers.

Materiel of Afghanistan manufacture includes all items where significant value is added, or a change of form, fit, and function, leading to the final form of the procured end item takes place, within the country of Afghanistan.

The contractor’s efforts to encourage the Afghanistan First program will be considered by the government in performance evaluations.

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS
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DOCUMENT	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work	7	23 Aug 08
Attachment 2	Defense Base Act Insurance Point of Contacts	1	23 Aug 08
Attachment 3	Wire Transfer Authorization Form	2	23 Aug 08
Attachment 4	Quality Assurance Plan	4	23 Aug 08
Attachment 5*	Past Performance Survey	3	23 Aug 08

* *Attachment 5 will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.*

PROVISIONS INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors -- Commercial Items	JUN 2008
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.225-7042	Authorization to Perform	APR 2003

PROVISIONS INCORPORATED BY FULL TEXT

For offerors claiming to be an “local national” the offeror is required to produce a valid, original business license demonstrating the company is a registered company with the local government. This includes registration with Afghanistan AISA or the Ministry of Commerce.

52.212-3 Offeror Representations and Certifications -- Commercial Items JUN 2008

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(a) *Definitions.* As used in this provision--

“*Emerging small business*” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“*Forced or indentured child labor*” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“*Manufactured end product*” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“*Place of manufacture*” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“*Service-disabled veteran-owned small business concern*”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“*Small business concern*” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“*Veteran-owned small business concern*” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“*Women-owned business concern*” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“*Women-owned small business concern*” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (1)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (b) through (k) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

- (i) *General.* The offeror represents that either—
- (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

- (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business

concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (d) *Representations required to implement provisions of Executive Order 11246 --*
- (1) Previous contracts and compliance. The offeror represents that --
 - (i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 - (ii) It ☐ has, ☐ has not, filed all required compliance reports.
 - (2) *Affirmative Action Compliance.* The offeror represents that --
 - (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
 - (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”
 - (2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
- [List as necessary]
- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (g)
- (1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)
 - (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

- (3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

- (4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

- (h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

- (i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

- (1) Listed End Product

LINE ITEM NO.	COUNTRY OF ORIGIN

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- ☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

- (j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

- (k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
- (1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—
- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;
 - (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
 - (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
 - (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
 - (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
 - (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
 - (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]
- (3) Taxpayer Identification Number (TIN).
- ☐ TIN: _____.
 - ☐ TIN has been applied for.
 - ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government;
- (4) Type of organization.
- ☐ Sole proprietorship;
 - ☐ Partnership;

- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent:
- ☐ Name and TIN of common parent:
Name _____
TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of Provision)

52.233-2 Service of Protest

SEP 2006

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Bagram Regional Contracting Center
Bldg 90
Bagram AF, AFG
APO AE 09354

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.237-1 Site Visit

APR 1984

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

52.252-1 Solicitation Provisions Incorporated by Reference

FEB 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far/>

(End of Provision)

252.212-7000 Offeror Representations and Certifications--Commercial Items

JUN 2005

(a) *Definitions.* As used in this clause—

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States” means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

ADDENDUM TO 52.212-1 -- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS

- a. To assure timely and equitable evaluation of quotations, the offeror must follow the instructions contained herein. Offerors must submit their offer to the Contracting Officer no later than the due date/time of this solicitation (block 8 of SF 1449). The offer must be complete, self-sufficient, and respond directly to the requirements of this solicitation.

- b. Specific Instructions. The offeror shall submit one original quotation. **ELECTRONIC OFFERS WILL BE ACCEPTED.** The offeror is responsible to ensure all electronic offers are received prior to the date and time specified in Block 8 of the SF 1449. The quotation must consist of four (4) separate parts: **Part I** – Technical Capability, **Part II** – Past Performance, **Part III** – Afghan Socio-Economic Plan, and **Part IV** – Contract Documentation.

1. **PART I – Technical Capability.** The Technical Capability part shall be specific, detailed, and complete to clearly demonstrate that the Offeror has a thorough understanding of the requirement. Statements that the offeror understands, can or will comply with the SOW (including referenced publications, technical data, etc.); statements paraphrasing the SOW or parts thereof (including applicable publications, technical data, etc.); and phrases such as “standard procedures will be employed” or “well known techniques will be used,” etc., will be considered unacceptable. Only data submitted with this proposal shall be considered by the U.S. Government. Information incorporated by reference should not be relied upon by the offeror. At a minimum, the Technical Capability part shall describe the following items:
 - (a) Providing all resources including life support, logistics support and management necessary to provide support, manage and operate the secure movement of United States Postal Service (USPS) and Military Postal Mail, including Registered Mail to and from Military Post Offices (MPO) and to and from Forward Operating Base (FOBs) Fenty, Camp Blessing, Camp Asadabad, Sharana, Camp Lightning, Ghazni, Shank, and Bagram Airfield in accordance with (IAW) the SOW.
 - (b) Providing trucks and equipment IAW the SOW
 - (c) Recruiting and vetting a qualified transportation and security oriented work force IAW the SOW
 - (d) Ability to provide US Citizens to transport registered mail IAW the SOW.
 - (e) Providing security to protect the mail from loss, theft, tampering, damage, and compromise during all phases of transportation.
 - (f) Providing recovery operations and response to hostile incidents
2. **PART II – Past Performance.** Recent past performance is defined as past performance having occurred in the 3 years preceding the date of the solicitation issuance. Relevant past performance is defined as past performance providing convoy services in Iraq, Kuwait, and/or Afghanistan similar in scope to this requirement. The Government will consider relevancy, recency, extent of the past performance and the size and complexity of the past performance relative to this solicitation’s requirement submitted by offerors as well as any information gathered by the Contracting Officer.
 - (a) The offeror shall provide a list of no more than five (5) of the most relevant contracts performed for Government agencies and commercial customers within the last 3 years. Furnish the following information for each contract referenced:
 - (1) Contractor’s Name
 - (2) Contractor’s Point of Contact (E-mail & Phone number)
 - (3) Project Title
 - (4) Detailed Description of Work (performed by the offeror)
 - (5) Contract Number
 - (6) Contract Dollar Value
 - (7) Period of Performance
 - (8) Name of the Contracting Officer or POC including contact information (E-mail & Phone Number)
 - (9) Comments regarding compliance with contract terms and conditions
 - (10) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions.
 - (b) The offeror shall select no more than three (3) of the most relevant contracts from the above-mentioned list (Para (a)) and provide them with the Past Performance Survey (Attachment #3) to be completed. The offeror is responsible for ensuring distribution of past performance surveys to the selected

organizations. It is the responsibility of the organization designated by the offeror to complete the past performance survey. It is recommended that the offeror follow-up with these organizations to ensure the completed survey is forwarded to the Contracting Officer prior to offer due date.

3. PART III – Afghan Socioeconomic Plan.

- (a) The Principle Assistant Responsible for Contracting – Afghanistan (PARC-A) “Afghanistan First” policy focuses on growing the economic capacity of Afghanistan through the development of host nation business. PARC-A contractors should forge business solutions which will foster economic growth and progress the business foundation of Afghanistan. The Afghan Socioeconomic Plan shall include:
 - (1) The plan for identifying, selecting and vetting Afghani citizens for employment
 - (2) The strategy for the transfer of knowledge and skills to an all-Afghan workforce
 - (3) The plan for acquiring specific materials, equipment, supplies and services from Afghan businesses throughout the contract period of performance
 - (4) The plan for selecting and vetting Afghan businesses which will contribute to successful contract execution and the success of the Afghanistan First policy.
- (b) While the Socio-Economic part will be evaluated in the aggregate, offerors must explicitly state or summarize its goals for the following:
 - (1) Use of Afghan subcontractors, vendors, suppliers, and consultants
 - (2) Use of Afghan personnel within management or supervisory positions
 - (3) Use of Afghan personnel within skilled and unskilled labor positions
 - (4) Use of Afghan women and/or women-owned businesses

4. PART III – Contract Documentation. The offeror shall submit the following:

- (a) SF 1449 & SF 30. The offeror shall complete Blocks 12, 17a, 17b, 30a, 30b, and 30c of the SF 1449. If an amendment is issued, the offeror shall acknowledge each amendment by completing Blocks 15a, 15b and 15c of the SF30.
 - (b) The Schedule. The offeror shall complete columns 23 and 24 of the SF1449 for the base and option years. Total evaluated price will be calculated by summing column 24 amounts for all item numbers. Each offeror’s proposed price will be evaluated for reasonableness and affordability.
 - (c) Representations and Certifications. The contractor shall complete the “Representations and Certifications” (FAR 52.212-3, Projected Afghan Third Country National (TCN) Employment, and DFARS 252.212-7000).
- c. **UNSATISFACTORY INITIAL OFFER.** Offerors are hereby notified that initial quotation(s) which are found unsatisfactory/incomplete may be rejected without affording the offeror an opportunity to satisfy the requirement of the Government. *Notwithstanding the information included in support of the offeror’s technical capability, the contractor must meet all requirements of this request for quotation.*
- 1. **OFFER MUST BE IN U.S. DOLLARS:** All offers shall be proposed in U.S. Dollars. No Exceptions
 - 2. **LETTER OF CREDIT:** The U.S. Government will not issue a Letter of Credit. No Exceptions
 - 3. **COMPLETION OF STANDARD FORM 1449:** The Contractor must return the SF 1449 with their offer, completing blocks 12, 17, 30, and THE SCHEDULE only. The SF 30s issued for this solicitation must be signed and returned.
 - 4. **VALIDITY OF OFFER (Period for Acceptance of Offers):** All offers must be valid for a period of sixty (60) days from the Offer Due Date. During this 60-day period, an offer shall remain fixed, regardless of

the reasons, to include fluctuating/monetary market change in the U.S. Dollar. Also, no Firm-Fixed Price offer shall include contingent liabilities.

5. **PAYMENT TERMS:** Unless discount terms are offered by the Contractor, block 12 of the SF 1449, payment shall be made “Net-30” after the date of actual receipt of a properly submitted invoice.
 - (a) Discount terms will not be used when evaluating the lowest offer.
 - (b) The Contractor may invoice once the services are completed.
 - (c) The Contractor must state prior to award how they would like payment will be made (i.e. Electronic Funds Transfer, check, or cash.)
6. **REPRESENTATIONS AND CERTIFICATIONS:** The Contractor shall complete the “Representations and Certifications” which must be submitted with their offer.

d. **GENERAL INFORMATION.**

1. **INFORMATION REGARDING SUBMISSION OF QUOTATIONS.** Hand carried offers must be delivered to the office identified in Block 9 of the SF 1449. The sealed envelope or package used to submit your quotation must show the time and date specified for receipt, solicitation number, and the name and address of the offeror.
2. Offerors are cautioned that Bagram AF has procedures requiring individuals not affiliated with the base to have a pass prior to entrance. A pass can take up to 72 hours to process. **DELAYS SHOULD BE ANTICIPATED WHEN HAND CARRYING OFFERS.** Offerors should allow sufficient time for their proposal to arrive at the office identified in Block 9 of the SF 1449 prior to the time specified for receipt. Late proposals will be processed in accordance with FAR 52.212-1(f) “Late submission, modifications, revisions, and withdrawals of offers.”
3. **Offerors can submit questions for this requirement as they pertain to the information in this request for quotation up until 1600 (Afghan local time) on 10 Sep 08.**
4. This RFQ includes the contract clause established by Federal Acquisition Regulation 52.228-3 Defense Base Act or DBA. DBA is an insurance coverage for workers required on all United States (US) Government service or construction contracts issued outside of the US. It replaces Worker’s Compensation commonly called “Worker’s Comp”. This solicitation includes a separate line item for DBA cost. DBA insurance premiums are based only on the labor portion of a contract. A list of approved insurance companies is also provided in Section H of this solicitation. Only companies approved by the U. S. Government are authorized to provide DBA insurance. Each company has brokers that provide assistance for receiving quotes and the actual coverage. In order to be compliant with the terms of the solicitation the offeror shall include the not-to-exceed amount for the DBA insurance premium in the line item included in the Pricing Schedule portion of the solicitation. Upon award, the contractor shall not be authorized to proceed without applying, purchasing, and receiving coverage from one of these authorized insurance companies. Before receiving a notice to proceed, the contractor shall provide a paid invoice and a certificate of coverage as proof. The payment of DBA will be the lesser of the NTE amount or the actual paid receipt amount. Do not attempt to acquire the coverage from any broker other than the ones listed; this list includes the ONLY legally authorized representatives for these companies at this time

(End of Addendum)

52.212-2

Evaluation -- Commercial Items

JAN 1999

- (a) The Government will award this contract utilizing the Simplified Acquisition Procedures of FAR 13.106 under the Commercial Item Test Program at FAR 13.5. The award will be made resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Award may be made to other than the lowest priced offer. The following factors will be used to evaluate offers:

1. Technical Capability
2. Past Performance
3. Afghan Socio-Economic Plan
3. Price

Technical capability, past performance and Afghan socio-economic plan, when combined, are significantly more important than cost or price considerations. Individually, the evaluation factors are approximately equal.

- (b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)